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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

June 13, 2000

RECORDATION NO.

6690-XXXXXX

FILED

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

JUN 13 '00 12-13 PM  
TS  
SURFACE TRANSPORTATION BOARD

Re: Amtrak Trust 2000-B

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien (Amtrak 2000-B), dated as of June 13, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed document are:

Federal Railroad Administration  
400 Seventh Street, S.W.  
Washington, D.C. 20590

National Railroad Passenger Corporation  
60 Massachusetts Avenue, N.E.  
Washington, D.C. 20002

Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19801

Mr. Vernon A. Williams  
June 13, 2000  
Page 2

A description of the railroad equipment covered by the enclosed documents is:

set forth on Schedule 1 attached thereto, a copy of which is attached hereto.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bjg  
Enclosures

## SCHEDULE 1

### DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 2000-B)

### DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>Amtrak Equipment Numbers</u>
Amfleet 1 - Amcoach-84	21015
Amfleet 1 - Amcoach-84	21017
Amfleet 1 - Amcoach-84	21031
Amfleet 1 - Amcoach-84	21056
Amfleet 1 - Amcoach-84	21058
Amfleet 1 - Amcoach-84	21072
Amfleet 1 - Amcoach-84	21127
Amfleet 1 - Amcoach-84	21147
Amfleet 1 - Amcoach-84	21179
Amfleet 1 - Amcoach-84	21204
Amfleet 1 - Amcoach-84	21216
Amfleet 1 - Amcoach-84	21228
Amfleet 1 - Amcoach-84	21237
Amfleet 1 - Amcoach-84	21241
Amfleet 1 - Amcoach-84	21250
Amfleet 1 - Amcoach-84	21260
Amfleet 1 - Amcoach-84	21273
Amfleet 1 - Amcoach-84	21283
Amfleet 1 - Amcoach-58	21701
Amfleet 1 - Amcoach-58	21702
Amfleet 1 - Amcoach-58	21705
Amfleet 1 - Amcoach-58	21706
Amfleet 1 - Amcoach-62	21708
Amfleet 1 - Amcoach-58	21709
Amfleet 1 - Amcoach-62	21710
Amfleet 1 - Amcoach-58	21711
Amfleet 1 - Amcoach-62	21712
Amfleet 1 - Amcoach-62	21725
Amfleet 1 - Amcoach-60	21901
Amfleet 1 - Amcoach-60	21908
Amfleet 1 - Amcoach-60	21918
Amfleet 1 - Amcoach-60	21922
Amfleet 1 - Amcoach-60	21929

**EQUIPMENT TYPE****Amtrak  
Equipment  
Numbers**

Amfleet 1	-	Amcoach-60	21933
Amfleet 1	-	Amcoach-60	21944
Amfleet 1	-	Amcoach-60	21947
Amfleet 1	-	Amcoach-60	21955
Amfleet 1	-	Amcoach-60	21979
Amfleet 1	-	Amcoach-60	21989
Amfleet 1	-	Amcoach-84-PP Compatible	44028
Amfleet 1	-	Amcoach-84-PP Compatible	44206
Amfleet 1	-	Amcoach-84-PP Compatible	44227
Amfleet 1	-	Amcoach-84-PP Compatible	44249
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44700
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44703
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44704
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44707
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44714
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44715
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44716
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44717
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44718
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44719
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	81506
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44721
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44722
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44723
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44724
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44726
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44727
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44728
Amfleet 1	-	Amcoach-58-PP Compatible Hdc	44729
Amfleet 1	-	Amcoach-60-PP Compatible Hdc	44805

TERMINATION AND RELEASE OF LIEN  
(AMTRAK TRUST 2000-B)

JUN 13 '00

12-13 PM

## SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2000-B) dated as of June 13, 2000 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and Wilmington Trust Company, not in its individual capacity but solely as Trustee (the "*Trustee*").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, pursuant to that certain Participation Agreement (Amtrak Trust 2000-B) dated as of June 13, 2000, among Amtrak, U.S. Bancorp Leasing & Financial, as Equity Investor, AME Investments, LLC, as Lender, and Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Trustee (as amended, supplemented or otherwise modified from time to time, the "*Participation Agreement*"), Amtrak will sell the units of rolling stock identified on Schedule 1 hereto (together with any replacements and substitutes therefor, the "*Equipment*") to Trustee and will leaseback such Equipment pursuant to that certain Lease of Railroad Equipment (Amtrak Trust 2000-B) dated as of June 13, 2000, between Amtrak and Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, Trustee entering into the transactions contemplated by the Participation Agreement, the parties hereto agree as follows:

1. All right, title and interest of the Administrator in and to the Equipment is hereby terminated and released.
2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) she has full authority to terminate and release all of its right, title and interest in and to the Equipment.
3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.


5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By:   
Name: JOLENE M. MORRIS  
Title: ADMINISTRATOR

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

WILMINGTON TRUST COMPANY  
not in its individual capacity, but solely as  
Trustee

By: \_\_\_\_\_  
Name:  
Title:

DISTRICT OF

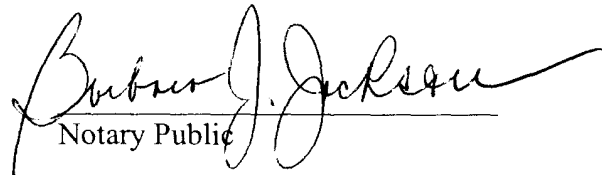
)

) ss

COLUMBIA

)

On this 2nd day of June, 2000, before me personally appeared John N. Albritton, to me personally known, who being by me duly sworn, says that he/she is the Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

  
Notary Public

OCT 31 2004

My Commission Expires: \_\_\_\_\_

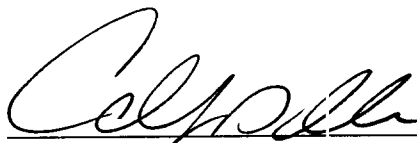


IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION

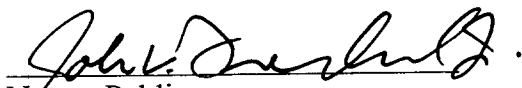
By:  \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

WILMINGTON TRUST COMPANY  
not in its individual capacity, but solely as  
Trustee

By: \_\_\_\_\_  
Name:  
Title:

DISTRICT OF )  
 ) ss  
COLUMBIA )

On this 22<sup>nd</sup> day of MAY, 2000, before me personally appeared Carol J. Dillon, to me personally known, who being by me duly sworn, says that she is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 2-14-05

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

WILMINGTON TRUST COMPANY  
not in its individual capacity, but solely as  
Trustee

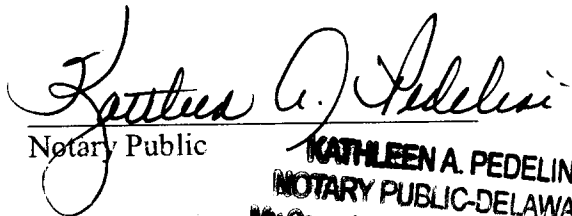
By:  \_\_\_\_\_  
Name:  
Title: **W. CHRIS SPONENBERG**  
**ASSISTANT VICE PRESIDENT**

STATE OF DELAWARE )

) ss

COUNTY OF NEW CASTLE )

On this 5th day of May, 2000, before me personally appeared W. Chris Sporenberg, to me personally known, who being by me duly sworn, says that he/she is the Assistant Vice President of WILMINGTON TRUST COMPANY, who acknowledged himself/herself to be a duly authorized officer of said Delaware banking corporation and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

  
Notary Public  
**KATHLEEN A. PEDELINI**  
**NOTARY PUBLIC-DELAWARE**  
My Commission Expires Oct 31, 2002

**SCHEDULE 1**

**DESCRIPTION OF ROLLING STOCK**

**(AMTRAK TRUST 2000-B)**

**DESCRIPTION OF UNITS**

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